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Attorney Docket No: FSUN-001/01US

PATENT

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Mail Stop Missing Parts, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on JUNE 17, 2004

By: Hannan Hehn 6-17-04

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Chase et al.

Serial No.: 10/688,078

Examiner: Not yet assigned

Confirmation No.: 8210

Art Unit: 1636

Filed: October 17, 2003

For: BIOMOLECULAR-BASED ACTUATOR

Mail Stop Missing Parts  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

### POWER BY ASSIGNEE AND STATEMENT UNDER 37 C.F.R. §3.73(b)

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

An assignment document, a copy of which is enclosed herewith;

An assignment previously recorded in the U.S. Patent and Trademark Office at Reel \_\_, Frame \_\_.

Please direct all telephone calls and correspondence to:

Cooley Godward LLP  
ATTN: Patent Group  
Five Palo Alto Square  
3000 El Camino Real  
Palo Alto, CA 94306-2155  
Tel: (650) 843-5000  
Fax: (650) 857-0663

CUSTOMER NUMBER: **23419**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: 6/16/04

Signature: Kirby W. Kemper  
Name: Kirby Kemper  
Title: VP for Research and President  
Company: Florida State University Research Foundation, Inc.

Attorney Docket No: FSUN-001/01US

ASSIGNMENT  
(Joint)

COPY

PATENT

**P. Bryant Chase**, 2302 Trescott Dr., Tallahassee, Florida, 32308, **Seunghun Hong**, Asia-Seon-Su-Chon APT 6-205, Song-Pa-Ku, Cham-Sil-Dong, Seoul, Korea, **Timothy S. Moerland**, 1002 Kenilworth Rd., Tallahassee, Florida, 32312, **Stephan Von Molnar**, 3155 Ferns Glen Dr. , Tallahassee, Florida, 32309, **Peng Xiong** 263 Thornberg Dr, Tallahassee, Florida, 32312 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **BIOMOLECULAR-BASED ACTUATOR**, and which is a:

- (1)  provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. , and filed on ; or
- (2)  non-provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. 10/688,078, and filed on 10/17/2003.

**WHEREAS**, **Florida State University Research Foundation, Inc.**, an organization duly organized under and pursuant to the laws of Florida, and having its principal place of business at 97 S. Woodward Ave., Suite 300, MC 4166, Tallahassee, FL 32306-4166 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any

application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 5/20/09

By:


  
P. Bryant Chase
State of Florida

ss.

County of Leon

On May 20, 2004, before me, P. Bryant Chase, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



Linda D. Sims  
MY COMMISSION # CC990324 EXPIRES  
December 26, 2004  
BONDED THRU DECEMBER 26, 2005

Place Notary Seal Above

Date: \_\_\_\_\_

By: \_\_\_\_\_

Seunghun Hong

State of \_\_\_\_\_

ss.

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence; to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above



Date: 5/24/04By: Peng Xiong

Peng Xiong

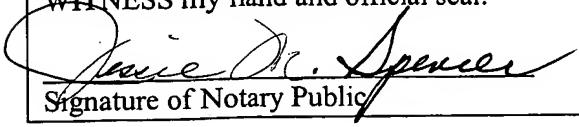
State of Florida

ss.

County of Leon

On May 24, 2004, before me, Peng Xiong, personally appeared Peng Xiong, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public

Jessie M. Spencer  
MY COMMISSION # CC978915 EXPIRES  
January 12, 2005  
BONDED AND INSPECTED AND SEAL ABOVE

**COPY**

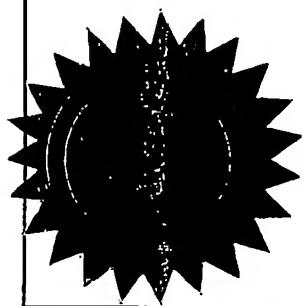
Registered No. 2004 - 2082

## **NOTARIAL CERTIFICATE**

**SEOCHO LAW &**

**NOTARY OFFICE**  
1716-3, Seocho-Dong Seocho-Ku

**Seoul, KOREA**



등 부 2004 년 제 2082 호

Registered No. 2004 - 2082

인 증

NOTARIAL CERTIFICATE

위 특 허 출 원 서에  
기재된 홍 승 훈 은

HONG, SEUNG HUN

본인의 면전에서 위 사서증서에  
자기가 서명한 것임을 자인  
하였다.

personally appeared before me and  
and admitted his(her) subscription  
to the attached  
ASSIGNMENT

2004년 5월 21일 이 사무소  
에서 위 인증한다.

This is hereby attested on  
this 21th day of May, 2004  
at this office.

공증인가 서초법무법인

서울특별시 서초구 서초동 1716-3

공증담당변호사



  
Lee Soon-ho  
Attorney-at-Law

SEOCHO LAW &  
NOTARY OFFICE

1716-3, Seocho-Dong Seocho-Ku  
Seoul, KOREA  
This office has been authorized  
by the Minister of Justice, the  
Republic of Korea, to act as  
Notary Public since 15th day of  
Feb., 1993 under Law No. 38

Attorney Docket No: FSUN-001/01US

PATENT

ASSIGNMENT  
(Joint)

**P. Bryant Chase**, 2302 Trescott Dr., Tallahassee, Florida, 32308, **Seunghun Hong**, Asia-Seon-Su-Chon APT 6-205, Song-Pa-Ku, Cham-Sil-Dong, Seoul, Korea, **Timothy S. Moerland**, 1002 Kenilworth Rd., Tallahassee, Florida, 32312, **Timothy S. Moerland**, 3155 Ferns Glen Dr. , Tallahassee, Florida, 32309, **Stephan Von Molnar**, 263 Thornberg Dr, Tallahassee, Florida, 32312 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **BIOMOLECULAR-BASED ACTUATOR**, and which is a:

(1)  provisional application  
(a)  to be filed herewith; or  
(b)  bearing Application No. , and filed on ; or

(2)  non-provisional application  
(a)  to be filed herewith; or  
(b)  bearing Application No. 10/688,078, and filed on 10/17/2003.

**WHEREAS**, Florida State University Research Foundation, Inc., an organization duly organized under and pursuant to the laws of Florida, and having its principal place of business at 97 S. Woodward Ave., Suite 300, MC 4166, Tallahassee, FL 32306-4166 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior ~~infringements~~ of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

(a) the Invention(s);  
(b) the application for patent identified in paragraph (1) or (2);  
(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;  
(d) any application(s) for patent of the United States or other countries claiming the Invention(s);  
(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any

application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

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The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.



Attorney Docket No. FSUN-001/01US  
Page 3

Date: \_\_\_\_\_

By: \_\_\_\_\_

**P. Bryant Chase**State of \_\_\_\_\_  
ss.

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

Date: 5/21/2004

By: \_\_\_\_\_


**Seunghan Hong**State of \_\_\_\_\_  
ss.

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above



Attorney Docket No. FSUN-001/01US

PATENT

Applicant or Patentee: **Chase et al.**

Serial No.: **10/688,078**

Patent No.:

Filed: **October 17, 2003**

Issued:

For: **BIOMOLECULAR-BASED ACTUATOR**

**ASSERTION OF ENTITLEMENT TO SMALL ENTITY STATUS UNDER  
37 C.F.R. §1.27 – NONPROFIT ORGANIZATION**

I hereby declare that I am an official empowered to act on behalf of the nonprofit organization identified below:

Name of organization: **Florida State University Research Foundation, Inc.**

Address of organization: **97 S. Woodward Ave., Suite 300, MC 4166,  
Tallahassee, FL 32306-4166**

Type of organization:

- University or other institution of higher education
- Tax exempt under Internal Revenue Service Code [26 U.S.C. §§501(a) and 501(c)(3)]
- Nonprofit scientific or educational under statute of a state or the United States of America
  - (Name of state: **Florida**)
  - (Citation of statute: **240.299**)
- Would qualify as tax exempt under Internal Revenue Service Code [26 U.S.C. §§501(a) and 501(c)(3)] if located in the United States of America
- Would qualify as nonprofit scientific organization under statute of state of the United States of America if located in the United States of America.
  - (Name of state: )
  - (Citation of statute: )

I hereby declare that the nonprofit organization identified above qualifies as a nonprofit organization as defined in 37 C.F.R. §27(a)(3) for purposes of paying reduced fees under 35 U.S.C. §§41(a) or (b) with regard to the invention identified above and described in:

- the specification filed herewith;
- the application identified above; or
- the patent identified above;

I hereby declare that rights under contract or law have been conveyed to and remain with the nonprofit organization with regard to the above identified invention;

If the rights held by the nonprofit organization are not exclusive, each individual concern or organization having rights to the invention is listed below\* and no rights to the invention are held by any person, other than the inventor, who could not qualify as an independent inventor under 37 C.F.R. §1.27(a)(1) or by any concern which would not qualify as a small

business concern under 37 C.F.R. §1.27(a)(2) and 13 C.F.R. §121 or a nonprofit organization under 37 C.F.R. §1.27(a)(3);

\*NOTE: Please obtain separate Assertions of Entitlement to Small Entity Status from each named person, concern or organization having rights to the invention averring to their status as small entities

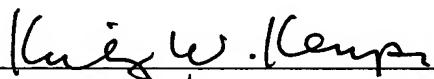
Name:

Address:

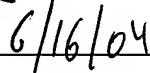
Individual     Small Business Concern     Nonprofit Organization

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 C.F.R. §1.27(g))

Signature



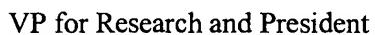
Date



Name of Person Signing



Title of person other than owner



Address of person signing

**Florida State University Research Foundation, Inc.**  
97 S. Woodward Ave.,  
Suite 300, MC 4166,  
Tallahassee, FL 32306-4166